

EXHIBIT 1.1.E

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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON**

ERIC BLOMQUIST, individually
and on behalf of all others similarly
situated,

Plaintiff,

v.

PERKINS COIE LLP, a Washington
limited liability partnership;
PERKINS COIE CALIFORNIA,
P.C., a California corporation;
PERKINS COIE U.S.; and LOWELL
NESS, individually,

Defendants.

Case No: 2:20-cv-00464-SAB

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Chief Judge Stanley A. Bastian

Complaint Filed: December 16, 2020
Trial Date: Not Yet Set

JURY TRIAL DEMANDED

1 WHEREAS, this matter has come before the Court pursuant to Plaintiff's
2 Motion for Preliminary Approval of Class Action Settlement (the "Motion");

3 WHEREAS, the Court finds that it has jurisdiction over the action and
4 each of the parties for purposes of settlement and asserts jurisdiction over the
5 Class Members¹ for purposes of effectuating this settlement and releasing their
6 claims.

7 IT IS HEREBY ORDERED AS FOLLOWS:

8 **I. PRELIMINARY APPROVAL OF SETTLEMENT AGREEMENT**

9 1. The terms of the Settlement Agreement filed in this Action are
10 preliminarily approved as fair, reasonable and adequate, are sufficient to warrant
11 sending notice to the Class, and are subject to further consideration at the Final
12 Approval Hearing.

13 2. The Settlement Agreement was entered into after extensive arm's
14 length negotiations by experienced counsel and with the assistance and oversight
15 of the Honorable Benjamin P. Hursh as mediator. The Court preliminarily finds
16 that the settlement embodied in the Settlement Agreement is sufficiently within
17 the range of reasonableness so that notice of the settlement should be given as
18 provided in the Settlement Agreement and this order. In making this
19 determination, the Court has considered the current posture of this Action and the
20 risks and benefits to the Parties involved in both settlement of these claims and
21 continuation of the litigation.

22 **II. THE CLASS, CLASS REPRESENTATIVE AND CLASS COUNSEL**

23 3. Pursuant to Federal Rule of Civil Procedure 23, the Court certifies
24 the following Class for settlement purposes:

25 _____
26 ¹ All capitalized terms have the meanings as defined in the Settlement Agreement unless otherwise stated.

1 All persons or entities who owned one or more Tokens on November 19,
2 2018.

3 Excluded from the Class are: (i) jurists and mediators who are or
4 have presided over the Action, Plaintiff's Counsel and Defendants'
5 Counsel, their employees, legal representatives, heirs, successors,
6 assigns, or any members of their immediate family; (ii) Defendants,
7 any of their subsidiaries, parents, affiliates, and officers, directors,
8 employees, legal representatives, heirs, successors, or assigns, or any
9 members of their immediate family; (iii) GigaWatt Pte., Ltd.,
Cryptonomos Pte. Ltd., and Giga Watt Inc. and any of these entities'
subsidiaries, parents, affiliates, and officers, directors, employees,
partners, agents, legal representatives, heirs, successors, or assigns, or
any members of their immediate families; and (iv) any persons or
entities who timely and properly exclude themselves from the Class.

10 4. Pursuant to Federal Rule of Civil Procedure 23(a), the Court finds
11 Plaintiff Eric Blomquist is a member of the Class, his claims are typical of the
12 Class, and he has protected and will fairly and adequately protect the interests of
13 the Class. *Hanlon v. Chrysler Corp.*, 150 F.3d 1011, 1020 (9th Cir. 1998). The
14 Court appoints Eric Blomquist as Class Representative for the Class.

15 5. The Court finds that the Class meets all requirements of Federal
16 Rules of Civil Procedure 23(a) and (b)(3) for certification of the claims alleged in
17 the first amended class action complaint, including: (a) numerosity;
18 (b) commonality; (c) typicality; (d) adequacy of the class representative and class
19 counsel; (e) predominance of common questions of fact and law among the
20 Class; and (f) superiority. *See Hanlon*, 150 F.3d at 1023–24 (affirming
21 certification of a settlement class).

22 6. Having considered the factors set forth in Federal Rule of Civil
23 Procedure 23(g)(1), the Court appoints Timothy G. Blood and Thomas J.
24 O'Reardon II of Blood Hurst & O'Reardon, LLP as Class Counsel to represent
25 the Class Members. *Staton v. Boeing Co.*, 327 F.3d 938, 957 (9th Cir. 2003).

1 7. The Court confirms the appointment of Epiq Class Action and
2 Claims Solutions as the Settlement Administrator. Certain fees and costs
3 associated with the Class Notice Program shall be advanced by Defendants, as
4 set forth in the Settlement Agreement. The Settlement Administrator is directed
5 to perform all responsibilities assigned in the Settlement Agreement.

6 8. If the Settlement Agreement is not finally approved by the Court, or
7 for any reason the Final Judgment and Approval Order is not entered as
8 contemplated in the Settlement Agreement, or the Settlement Agreement is
9 terminated pursuant to its terms for any reason or the Effective Date does not
10 occur for any reason, then:

11 (a) All orders and findings entered in connection with the
12 Settlement Agreement shall become null and void and have no force or effect
13 whatsoever, shall not be used or referred to for any purposes whatsoever, and
14 shall not be admissible or discoverable in this or any other proceeding;

15 (b) The provisional certification of the Class shall be vacated
16 automatically and the Action shall proceed as though the Class had never been
17 certified;

18 (c) Nothing contained in this order is to be construed as a
19 presumption, concession or admission by or against Defendants or Class
20 Representative of any default, liability or wrongdoing as to any facts or claims
21 alleged or asserted in the Action;

22 (d) Nothing in this order pertaining to the Settlement Agreement
23 shall be used as evidence in any further proceeding in the Action; and

24 (e) All of the Court's prior orders having nothing whatsoever to
25 do with class certification or the Settlement Agreement shall remain in force and
26 effect.

1 **III. NOTICE TO CLASS MEMBERS**

2 9. The Court has considered the proposed Class Notice in the
3 Settlement Agreement and finds that the forms of Class Notice and the Class
4 Notice Program as described in the Settlement Agreement and in the Declaration
5 of the Settlement Administrator: (a) meet the requirements of due process and
6 Federal Rule of Civil Procedure 23(c) and (e); (b) constitutes the best notice
7 practicable under the circumstances to all persons entitled to notice; and
8 (c) satisfies the constitutional requirements regarding notice. In addition, the
9 forms of Class Notice: (a) apprise Class Members of the terms of the proposed
10 settlement and their rights and deadlines under the settlement; (b) are written in
11 simple terminology; (c) are readily understandable by Class Members; and
12 (d) comply with the Federal Judicial Center's illustrative class action notices.
13 The Court approves, as to form and content, each of the forms of Class Notice
14 (the Long-form Class Notice, Email Notice and Postcard Notice) and the Class
15 Notice Program as described in the Settlement Agreement and in the Declaration
16 of the Settlement Administrator in all respects, and it hereby orders that notice be
17 commenced within thirty (30) days of this order.

18 10. The Court further approves the establishment of a Settlement
19 Website as described in the Settlement Agreement and in the Declaration of the
20 Settlement Administrator. The Settlement Website
21 (www.GigaWattTokenSettlement.com) shall include a copy of the Settlement
22 Agreement and its Exhibits, orders of the Court relating to the Settlement
23 Agreement and any other materials or information the Parties agree to include.
24 The Notice and Claim Administration Expenses are to be paid in accordance with
25 the Settlement Agreement. The Parties are hereby authorized to establish the
26 means necessary to implement the Class Notice.

1 11. The Court is aware that Defendants, as described in the Settlement
2 Agreement, will provide all information they can reasonably obtain to the
3 Settlement Administrator for the sole purpose of providing Class Notice directly
4 to the Class Members.

5 **IV. REQUEST FOR EXCLUSION FROM THE CLASS**

6 12. Class Members who wish to opt out of the Class must do so no later
7 than the Opt-Out Date. To opt out, a Class Member must send to the Settlement
8 Administrator a written Request for Exclusion that is received no later than
9 twenty-one (21) days before the date first set for the Final Approval Hearing. A
10 Request for Exclusion may also be electronically submitted at the Settlement
11 Website by the Opt-Out Date. The Request for Exclusion must be personally
12 signed by the Class Member, contain a statement that indicates a desire to be
13 excluded from the Class, indicate the number of Tokens owned on November 19,
14 2018, and identify the wallet in which the Tokens are held.

15 13. Class Members who properly request to be excluded from the Class
16 shall not: (a) be bound by any orders or judgments entered in the Action relating
17 to the Settlement Agreement; (b) be entitled to a Cash Payment or be affected by
18 the Settlement Agreement; (c) gain any rights by virtue of the Settlement
19 Agreement; or (d) be entitled to object to any aspect of the Settlement
20 Agreement.

21 14. Any Class Member who does not properly and timely exclude
22 himself/herself/itself from the Class shall remain a Class Member and shall be
23 bound by all the terms and provisions of the Settlement Agreement and the
24 Settlement and the Final Judgment and Approval Order.

1 **V. OBJECTIONS**

2 15. Any Class Member who has not requested exclusion and who
3 wishes to object to the fairness, reasonableness, or adequacy of the Settlement
4 Agreement, or to the requested award of attorneys' fees, costs, and expenses, or
5 the requested service awards to the Class Representative, must file the objection
6 with the Court and serve it on Class Counsel and Defendants' Counsel no by the
7 Objection Date which is no later than twenty-one (21) days before the date first
8 set for the Final Approval Hearing.

9 16. Any objection must be in writing and include the following
10 information: (a) a heading which refers to the case name and number (*Dam v.*
11 *Perkins Coie LLP, et al.*, Case No. 2:20-cv-00464-SAB (E.D. Wash.); (b) the
12 objector's name, address, telephone number and, if represented by counsel, the
13 name, address, and telephone number of his/her counsel; (c) a statement that the
14 objector is a Class Member, indicate the number of Tokens owned on November
15 19, 2018, and identify the wallet in which the Tokens were held; (d) a statement
16 whether the objector intends to appear at the Final Approval Hearing, either in
17 person or through counsel; (e) a statement of the objection and the specific
18 grounds supporting the objection; (f) a statement whether the objection applies
19 only to the objector, to a specific subset of the Class, or to the entire Class; (g)
20 copies of any papers, briefs, or other documents upon which the objection is
21 based; and (h) the objector's handwritten, dated signature (the signature of
22 objector's counsel, an electronic signature, and the annotation "/s" or similar
23 annotation will not suffice).

24 17. The Court will require substantial compliance with the requirements
25 above. If the objector does not submit an objection in accordance with the
26 deadline and procedure set forth above, the objector will waive any right to be

1 heard at the Final Approval Hearing. However, the Court may excuse the
2 objector's failure to file a written objection upon a showing of good cause,
3 which, if granted, would permit the objector to still appear at the Final Approval
4 Hearing and object to the settlement.

5 **VI. FINAL APPROVAL HEARING**

6 18. The Final Approval Hearing will be held on [105 days after entry of
7 the Preliminary Approval Order, or as soon thereafter as the Court's schedule
8 permits] at _____ Pacific Time before this Court, at the United States
9 District Court for the Eastern District of Washington, 25 South 3rd Street, Room
10 201 Yakima, WA 98901 to consider, *inter alia*: (a) whether the Class should be
11 certified for settlement purposes; (b) whether the Settlement Agreement should
12 be finally approved as fair, reasonable, and adequate; and (c) Class Counsel's
13 application for attorneys' fees, costs and expenses and a Class Representative
14 service award.

15 19. No later than forty-two (42) days before the Final Approval
16 Hearing, the Parties shall file their opening papers in support of their motion for
17 final approval of the settlement and application for an award of attorneys' fees,
18 costs and expenses and the Class Representative service award. No later than
19 seven (7) days before the Final Approval Hearing, the Parties shall file their reply
20 papers as needed, including as needed to respond to any valid and timely
21 objections.

22 20. Any Class Member who has not excluded himself/herself/itself from
23 the Class may appear at the Final Approval Hearing in person or by their counsel
24 and may be heard, to the extent allowed by the Court, either in support of or in
25 opposition to the Settlement Agreement and/or the fee request. Any Class
26 Member wanting to be heard at the Final Approval Hearing shall send a letter

1 saying that it is his/her/its “Notice of Intention to Appear in *Dam v. Perkins Coie*
2 *LLP, et al.*” Such a letter shall be filed with the Court, served on Class Counsel
3 and Defendants’ Counsel, and postmarked on or before seven (7) days prior to
4 the date first set for the Final Approval Hearing. In the notice, the Class Member
5 must include his/her/its name, address, and telephone number, and the name,
6 address, and telephone number of counsel, if any, that will appear.

7 21. Any Class Member wanting to speak at the Final Approval Hearing
8 without having followed these procedures, may do so only upon demonstrating
9 good cause to the Court.

10 22. The date and time of the Final Approval Hearing shall be subject to
11 adjournment by the Court without further notice to the Class Members other than
12 that which may be posted at the Court, on the Court’s website, and/or the
13 Settlement Website at www.GigaWattTokenSettlement.com.

14 **VII. OTHER PROVISIONS**

15 23. The Parties are authorized to take all necessary and appropriate
16 steps to establish the means necessary to implement the Settlement Agreement.

17 24. The deadlines set forth in this order, including, but not limited to,
18 adjourning the Final Approval Hearing, may be extended by order of the Court,
19 for good cause shown, without further notice to the Class Members – except that
20 notice of any such extensions shall be included on the Settlement Website,
21 www.GigaWattTokenSettlement.com. Class Members are advised to check the
22 Settlement Website regularly for updates and further details regarding extensions
23 of these deadlines.

24 25. Class Counsel and Defendants’ Counsel are hereby authorized to
25 use all reasonable procedures in connection with approval and administration of
26 the Settlement Agreement that are not materially inconsistent with this order or

1 the Settlement Agreement, including making, without further approval of the
2 Court, minor changes to the Settlement Agreement, to the form or content of the
3 Class Notice or to any other exhibits that the parties jointly agree are reasonable
4 or necessary.

5 26. This Court shall maintain continuing jurisdiction over these
6 settlement proceedings to assure the effectuation thereof for the benefit of the
7 Class.

8 **IT IS SO ORDERED.**

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HONORABLE STANLEY A. BASTIAN
UNITED STATES DISTRICT JUDGE
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